

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 88
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PHOTOGRAPHY SERVICES FFP Base Year, Photography Services, Period of Performance 25 October 2015 thru 24 October 2016. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N0023216RC04001 PURCHASE REQUEST NUMBER: N0023216RC04001 SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	MEDICAL AND PUBLIC AFFAIRS PHOTOGRAPHY FFP FOB: Destination MILSTRIP: N0023216RC04001 PURCHASE REQUEST NUMBER: N0023216RC04001 SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	TRAVEL FFP FOB: Destination MILSTRIP: N0023216RC04001 PURCHASE REQUEST NUMBER: N0023216RC04001 SIGNAL CODE: A	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	PHOTOGRAPHY SERVICES FFP Option Year I, Photography Services, Period of Performance 25 October 2016 thru 24 October 2017. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	MEDICAL AND PUBLIC AFFAIRS PHOTOGRAPHY FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	OTHER DIRECT COST - TRAVEL FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	PHOTOGRAPHY SERVICES FFP Option Year 2 , Photography Services, Period of Performance 25 October 2017 thru 24 October 2018. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	MEDICAL AND PUBLIC AFFAIRS PHOTOGRAPHY FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	OTHER DIRECT COST - TRAVEL FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	PHOTOGRAPHY SERVICES FFP Option Year 3, Photography Services, Period of Performance 25 October 2018 thru 24 October 2019. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	MEDICAL AND PUBLIC AFFAIRS PHOTOGRAPHY FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	OTHER DIRECT COST - TRAVEL FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	1	Lot		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	PHOTOGRAPHY SERVICES FFP Option Year 4, Photography Services, Period of Performance 25 October 2019 thru 24 October 2020. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	MEDICAL AND PUBLIC AFFAIRS PHOTOGRAPHY FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	12	Months		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	OTHER DIRECT COST - TRAVEL FFP FOB: Destination MILSTRIP: N0023216RC04001 SIGNAL CODE: A	1	Lot		

 NET AMT
PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK
STATEMENT FOR NAVAL HOSPITAL JACKSONVILLE
MEDICAL AND PUBLIC AFFAIRS PHOTOGRAPHY SUPPORT**

1.0 SCOPE

The Contractor shall perform a wide variety of medical and public affairs photography support using various digital (still and video) formats and graphics software for commercial, editorial and medical applications including patient medical and legal photography, digital photography to include macro photography, scientific and technical photography including forensic, ceremonies, command portraits, special events, customer service, residency graduations and historic documentations for the Medical Treatment Facility (MTF). While most work will take place at the hospital, there will some photography needs assigned outside the facility at both Government and community facilities/events.

2.0 APPLICABLE DIRECTIVES

DoNInstructions and Regulations

DoD Instructions and Regulations

SECNAV Instructions and Regulations

BUMED Bureau of Medicine and Surgery Instructions and Regulations

Congressional and local laws and regulations

2.1 ACRONYMS AND ABBREVIATIONS:

AO	Administrative Officer
AQL	Acceptable Quality Level
ARRA	American Recovery and Reinvestment Act of 2009
BUMED	Bureau of Medicine and Surgery
CAF	Central Adjudication Facility
CO	Commanding Officer
CDC	Centers for Disease Control
COR	Contracting Officer's Representative
DFWP	Drug Free Work Place
DGR	Designated Government Representative
DoD	Department of Defense
DON	Department of the Navy
DONCAF	Department of the Navy Central Adjudication Facility
DTM	Directive-Type Memorandum
DUA	Data Use Agreement
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
HIPAA	Health Insurance Portability and Accountability Act
HSPD	Homeland Security Presidential Directive
HTR	Health Treatment Records
IA	Information Assurance
IAW	In accordance with
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
MHS	Military Health System
MTF	Military Treatment Facility
NACI	National Agency Check with Written Inquiries
NACLC	National Agency Check with Local Credit Checks
NH	Naval Hospital
NHJAX	Naval Hospital Jacksonville
OPM	Office of Personnel Management
OT	Overtime
PAO	Public Affairs Officer
PIA	Privacy Impact Assessment
PII	Personally Identifiable Information
PHI	Protected Health Information
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QCP	Quality Control Plan
SME	Subject matter expert
TMA	TRICARE Management Activity
TRICARE	Health Care Program of the U.S. DOD Military Health System
TST	Tuberculin Skin Tests
VAR	Visit Authorization Request

3.0 REQUIREMENTS:

3.1 The Contractor shall:

- Plan, organize and take/record remote and in-studio photos and videos as assigned by Naval Hospital Jacksonville's Public Affairs Officer (PAO) and/or Deputy PAO/associate department head.
- Obtain all information for and write photo cut lines and text narratives for publication. Obtain and ensure 100% accuracy of all information (who, what, when, where, why), using reliable sources to verify. Follow Associate Press Style Guide.
- Proactively manage all projects to plan, follow-up, proactively problem-solve, execute on-time & accurately, and measure outcomes of all assignments.
- Obtain PAO or Deputy PAO approval of all material (photos, videos, cut lines, text narratives, etc.) before official release.
- Photograph command personnel and patients in the photography studio and on remote locations to meet command needs including photos for public affairs and marketing activities, medical documentation, service records, ISO Prep, passports, official portraits, and deployment needs.
- Photograph (still and video) events, activities and people to support public affairs storytelling (both news and marketing).
- Photograph medical conditions and treatment (e.g. pre- and post-operative) for documentation in patients' medical records, and manage images according to Naval Hospital Jacksonville's photography instruction.
- Photograph evidence to be used in civil and criminal legal procedures. Time sensitive response requests to photograph evidence are not common and historically occur less than 5 times annually, but shall be within one hour of notification. Images/protocol outlined in Naval Hospital Jacksonville's photography instruction will be followed.
- Take pictures of autopsies, surgeries and other medical procedures.
- Meet all deadlines as assigned by the Public Affairs Officer and/or associate department head.
- Get required consent forms signed at time of photo shoots and properly file the documents.
- Use expert skills in graphic design, video editing and productivity software: Photoshop, Adobe Premiere Pro, PowerPoint, SharePoint to enhance images and package/present photos/videos based on its specific use.
- Manage/order inventory of equipment and supplies needed to support all photography-related needs, notifying PAO of any supply needs or equipment damage.
- Post videos/photos and accompanying text on command social media sites, website, intranet and other command communication sites.
- Maintain detailed records of photographs; ensure chain of custody for all medical or legal photographs. Includes placing images on SharePoint as well as on CD (at times).
- Photograph functions activities and events including, but not limited to: award ceremonies, medical resident graduation events, public affairs event (both on and off property). While most will take place during business hours, there will be some on the weekends and evenings. In advance of those activities that fall outside hours, schedule will be modified to ensure no overtime is required
- Plan and execute associated tasks to support photo/video shoots including, but not limited to: meet with subject matter experts (SMEs) or points of contact, conduct topic research, schedule interviews, get needed background information, draft/present information to the public affairs officer and/or associate department head for review, and perform logistical tasks such as arranging for public display of photos; and scheduling shoots and interviews based on availability of teams and individuals (patients, clinicians, volunteers, senior leaders, etc.).
- Script news and marketing videos, manage talents/SME interviews and edit videos based on storylines approved by PAO/DPAO.
- Once credentialed within the military system (DoD/Navy Public Affairs), submit photography to Navy.mil and other military and commercial publications as advised by the public affairs officer and associate department head.
- Adhere to the established format and procedures for the electronic delivery and storage of photos/videos.
- Staff the photo studio Monday through Friday from 0730 to 1600, when not on an actual assignment, unless scheduled is modified to support weekend or evening assignment.
- When after-hours photo assignments are assigned, photographer will work with department head or acting department head to ensure coverage of both the event and studio.

- Submit a weekly summary of priorities to the Public Affairs team via email to capture weekly assignments no later than 0900 each Monday; will attend the staff weekly team meeting (typically Monday mornings; if rescheduled, will attend unless it interferes with a scheduled assignment) and other ad hoc meetings as defined by PAO/DPAO. Maintain a photography status report to track all outstanding projects and work, and contribute to the team content strategy plan.

3.2 SKILLS AND KNOWLEDGE: During performance of this contract, the Contractor shall provide personnel with sufficient skills to accomplish the tasks contained in this PWS. The Government reserves the right to require the Contractor to remove and replace any personnel who provide unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The skill level of the staff provided shall be current and consistent with new technologies. The Government will not bear the costs of any Contractor training to execute this PWS. Contractor shall be required to sign a non-disclosure statement. Contractor employees must have at a minimum:

- Not required, but preferred to have a two or four year degree in photography, commercial art, fine art or related field.
- Must be adept in using graphic design, video editing, productivity software (Adobe Photoshop, Adobe Premiere Pro, PowerPoint, SharePoint, Microsoft Office).
- Minimum of five to eight years of experience in professional photography / marketing photography. Experience with medical photography a plus.
- Demonstrate enhanced knowledge and use of Nikon cameras, Epson Stylus Pro 7890 photo printer and Canon Digital camcorders and the remote/in-studio lighting required supporting photography needs.
- Skillful in studio lighting set-up (for both still and video) for optimal photos.
- Must be proficient in the use of both still and video image captures.
- Must be proficient in writing stories to accompany photos, cut lines and video scripts.
- Possess a strong interest in health, medicine, and science.
- Must be highly organized, and able to effectively and proactively manage several projects simultaneously – including proactive problem-solving – to ensure on-time and accurate delivery. (Projects may be in varying stages of completion.)
- Detail-oriented; able to work with diverse people, from patients to medical personnel; comfortable with medical terminology.
- Must be able to work collaboratively to achieve a desired outcome.
- Possess excellent communication skills; diplomatic and sensitive.
- Work independently with no or very little staff assistance; must be highly motivated and have excellent problem solving skills.
- Must possess superior interpersonal communication skills, and present a professional appearance.
- Must display a positive customer service attitude.
- Must maintain a mature, problem-solving attitude while dealing with conflict resolution.
- Must be able to work independently most of the time. Use telephone, voice mail, and e-mail to communicate with customers.
- Must be able to conduct required topic research to support assigned stories (video/photo).
- Must be able to meet all deadlines (including multiple deadlines) with 100% accuracy.
- Be familiar with and successfully follow writing principles defined by the Associate Press Style Guide.
- Be a U.S. Citizen

The Government reserves the right to require the Contractor to remove and replace any personnel who provide unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The Contractor's Project Manager shall be notified verbally and then in writing of the need to remove any personnel. The Government must approve, in writing, all personnel substitutions proposed by the Contractor at least 15 calendar days prior to the proposed substitution. Any proposed substitute must equal or exceed the qualifications of the individual being replaced.

3.3 IMMUNIZATIONS REQUIRED

After contract award, but prior to performing services, the contract worker shall have the below listed immunization completed by a licensed medical practitioner. Appendix A (“Health Examination and Immunization/Screening Requirement Form”) is required to be completed and signed by the examining licensed practitioner; in addition, primary documentation of immunizations / lab results (from the Contract Worker’s medical record) is required.

The Contractor is responsible for any expenses incurred for required testing. A copy of Appendix A will be provided to the COR and the DGR before the contract worker begins work and on an annual basis thereafter prior to expiration. The DGR will ensure a copy of Appendix A is provided to Naval Hospital Jacksonville Occupational Health Department.

The contract worker cannot receive immunizations and/or titers (with the exception of influenza vaccine) at Naval Hospital Jacksonville unless they are a qualified beneficiary. A qualified beneficiary is a person who is eligible for military health benefits. Qualified beneficiaries include: active duty service members and their families, retired service members and their families, National Guard and Reserve members and their families, survivors/widows of qualified service members, certain former spouses of qualified service members, and Medal of Honor recipients and their families.

IMMUNIZATION REQUIREMENTS - PRIMARY DOCUMENTATION (FROM THE CONTRACT WORKER’S MEDICAL RECORD) OF IMMUNIZATION AND TITER LABORATORY RESULTS MUST BE PROVIDED BEFORE THE CONTRACT WORKER CAN BEGIN WORK.

Tuberculosis

2 previous Tuberculosis Screening Purified Protein Derivative (PPD) readings to ensure annual PPD testing have not lapsed. If period between documented PPDs is more than 12 months, the 2-step PPD testing method is required prior to employment.

2-Step Tuberculin Skin Test (TST) Testing method - Provide documentation

1st –Step: Date of test

Results read within 48-72 hours

Date read and results

The second test can be done one week from the date the first test was read.

2nd –Step: Date of test

Results read within 48-72 hours

Date read and results

If the contract worker's TST test has been found positive, the contract worker will provide documentation and/or a statement from a medical provider of the date of the initial, positive TST and the treatment plan. Additionally, newly assigned contract workers with prior positive TST's, a negative chest X-ray within the previous year and a written statement of non-communicability from a medical provider are required. On an annual basis prior to expiration, the contract worker with a history of a positive TST will complete a tuberculosis symptom questionnaire for review by Naval Hospital Jacksonville’s Occupational Health Department.

Influenza

Annual requirement. It is essential that contract employees be vaccinated annually against influenza according to Navy Medicine (BUMED) and U.S. Centers for Disease Control & Prevention (CDC) guidelines aimed at reducing the impact of influenza disease in health care settings. The Government will provide the influenza vaccine free of charge. If the contract employee chooses to be immunized by the Government, the contract employee shall sign a waiver releasing the Government from the legal liability in accordance with local procedures and policies.

Alternately, the contract employee may obtain the vaccine at another facility, with the contract employee bearing the

cost, and provide proof of vaccination to the Contractor and COR. If the contract employee declines vaccination, a signed declination form shall be provided to the Government in accordance with CDC recommendations and MTF policies. Declinations shall only be permitted based on either the contract employee's religious convictions or medical contraindications (as documented by a qualified health care provider). Personnel with medical and/or "documented" religious convictions shall be required to wear a mask for the duration of the flu season. All other personnel refusing to be inoculated will be subject to administrative removal.

Measles/Mumps/Rubella (MMR)

Two lifetime doses of MMR or positive serologic test results. Persons born in 1957 or earlier are presumed to be immune through infection. Unless there is reason to suspect otherwise (example, childhood in a developing country, childhood immunizations not administered), a childhood dose of MMR vaccine may be assumed. It is reasonable to obtain rubella antibody titer for females of childbearing age as part of the pre-employment examination.

Varicella (Chickenpox)

Varicella-Reliable history of disease (as a child) stated by worker, or 2 does vaccine series, or positive IGG titer to include quantitative measures. Contract employees who do not show a positive antibody titer after immunization and appear to have a "non-immune" status must report varicella exposure to the DGR and COR. In accordance with CDC recommendations, such contract employees must be removed beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, contract employees must be replaced during this period to ensure maintenance of contractually required coverage.

Tetanus/Diphtheria/Pertussis (Tdap)

Tetanus-Tetanus/Diphtheria (TD) booster or Tetanus/Diphtheria/Pertussis (Tdap) within the preceding 10 years.

3.4. Performance Requirements Summary (PRS). The performance standards for this PWS are stated in the PRS Below:

Task	Performance Objective	Performance Standards	Frequency	Acceptable Quality level (AQL)	Surveillance Method
3.1	Photography	Adhere to requirements specified in paragraph 3.1 of the PWS	Continual	Qualified personnel performing support.	PAO/DGR assessment of still and video photos and final productions of work 100% inspection of work
3.2	Meet Support Qualifications and Performance Requirements	Provide required personnel with qualifications for all scheduled performance periods to ensure no adverse impact on the mission	Contract Award and Continual	Qualified personnel performing support.	PAO/DGR Inspection approval of resumes, clearances, certifications and feedback 100% inspection

3.3	Meet Immunization/Health Requirements	Provide required personnel with qualifications for all scheduled performance periods to ensure no adverse impact on the mission	Contract Award and Continual	Qualified personnel performing support.	COR Inspection approval of clearances, certifications and feedback 100% inspection
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4.0 WORK HOURS/SHIFT SCHEDULES: The Contractor shall develop personnel work schedules to ensure task described in the PWS are performed. The following information is provided as historical information only to provide insight on existing work schedule. Core hours are Monday-Friday 0730-1600 (includes a 30 minute lunch break) excluding Federal Holidays. A typical workday consists of 8 hours. If work outside the core hours become necessary, it is Contractor's responsibility, working with the Public Affairs Office, to adjust the Contract Employee's schedule as necessary. No overtime will be paid under this contract.

5.0 PERIOD OF PERFORMANCE

25 October 2015- 24 October 2020

5.1 OPTION PROVISIONS

Option 1: 25 October 2016 – 24 October 2017

Option 2: 25 October 2017 – 24 October 2018

Option 3: 25 October 2018 – 24 October 2019

Option 4: 25 October 2019 – 24 October 2020

6.0 PLACE OF PERFORMANCE: PLACE OF PERFORMANCE.

The place of performance is PAO office and photography studio at Naval Hospital Jacksonville. The Contractor will work within Naval Hospital Jacksonville (and its Branch Health Clinic Jacksonville, Branch Health Clinic Mayport, and Branch Health Clinic Kings Bay) for 80 percent of the time; 20 percent of work will take place off-base locally or as part of the Contractor's annual visits to Branch Health Clinic Albany, Ga. and Branch Health Clinic Key West, Fla.

7.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Primary work is in a hospital or clinic environment. On occasion, photography assignments will take place at events/conferences/activities in Northern Florida or at one of the command's five branch health clinics located throughout Florida and southern Georgia. Tasks require extended periods of bending and standing to support needed photography both inside and outside. Additionally, must be able to independently carry/lift/transport necessary camera gear and accessories. Work environment could be in clinical areas, the morgue, on the computer in the photo studio, outside at ceremonies and events, both in standing and walking situations.

8.0 REIMBURSABLE TRAVEL EXPENSES:

The Government anticipates that Contractor-provided travel expenses will be incurred under this Contract to travel from Jacksonville, FL to various supported locations as needed. When travel is needed, the Contractor shall request reimbursable travel authorization from the COR prior to confirming travel arrangements. Travel shall be in accordance with Joint Travel Regulations (JTR). Travel claims shall be submitted to COR within 5 days of travel completion for review; and the Contract employee then submits travel claims to the Contractor. It is anticipated that travel will not exceed \$900.00 per year.

9.0 GENERAL SAFETY AND HOUSEKEEPING: Contractor personnel shall keep his/her office and work area in a clean, presentable, safe condition at all times.

10.0 NON-PERSONAL SERVICE STATEMENT: Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the standards outlined in the PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the Contract may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

11.0 EMPLOYMENT OF FEDERAL EMPLOYEES: The Contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, Navy and DOD regulations.

12.0 INFORMATION TECHNOLOGY/SENSITIVE INFORMATION SECURITY REQUIREMENTS.

SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires Government agencies to develop and implement Federal security standards for Federal employees and Contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contract employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US Government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contract employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the Contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The Contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the Contractor shall provide to the Navy Command’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contract employees whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc.) and who require physical access to publicly accessible areas to perform those duties shall ensure each individual employee has a current favorably completed NACLC.

The Contractor’s Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 15 days prior to the individual’s start date shall result in delaying the individual’s start date.

Sensitive Positions

Contract employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or Contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contract employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contract employee applying for a trustworthiness determination is required to complete:

- SF-86 Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements
- OF 306

Failure to provide the required documentation at least 15 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the Contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contract employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 15 days prior to the individual's start date. Failure to provide the required documentation at least 15 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the Contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 15 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results is required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract.

If contract employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR.

The VAR requires annual renewal for the duration of the contract employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DONCAF for a position of trust determination. When a favorable determination is not made, contract employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contract employee who fails to obtain a favorable trustworthiness determination in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subContractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The Contractor shall insert this clause in all subcontracts when the subContractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to Government information.

Contract employees who have previously received a background check must provide proof of the check or obtain a new one.

Upon receipt of the results of a background check, the Contractor agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

GOVERNMENT RESPONSIBILITIES.

The Government will conduct criminal background checks on all contract employees under this contract based on fingerprints obtained by a Government law enforcement office (e.g., local, state, federal, etc.) and a completed SF 86 form (Questionnaire for Public Trust Positions). The MTF Security Manager will identify the appropriate DoD Component for billing purposes and the appropriate security point of contact and/or installation commander who will receive the background results.

Contract employees shall have the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report.

With written recommendation from the Commanding Officer a contract employee with a background investigation pending completion may be permitted to perform work under this contract prior to the completion of the background check, provided the contract employee is within sight and continuous supervision of an individual with a successful background check.

PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION (PII), PROTECTED HEALTH INFORMATION (PHI) AND FEDERAL INFORMATION LAWS

Definitions. As used in this clause: *Individual* has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all

Government data. The Contractor shall also ensure the confidentiality, integrity, and availability of Government data in compliance with all applicable laws and regulations, including data breach reporting and response requirements, in accordance with DFAR Subpart 224.1 (Protection of Individual Privacy), which incorporates by reference DoDD 5400.11, "DoD Privacy Program," May 8, 2007, and DoD 5400.11-R "DoD Privacy Program," May 14, 2007. The Contractor shall also comply with federal laws relating to freedom of information and records management.

Health Insurance Portability and Accountability Act (HIPAA)

The Contractor shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191), as implemented by the HIPAA Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164, and as further implemented within the Military Health System (MHS) by DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation," July 12, 2007. The Contractor shall also comply with all applicable HIPAA-related rules and regulations as they are published and as further defined by later-occurring Government requirements and DoD guidance, including current and forthcoming DoD guidance implementing applicable amendments under the American Recovery and Reinvestment Act of 2009 (ARRA). Any rules and regulations that are published, and/or requirements that are defined after the award date of this contract, and that require expenditure of additional Contractor resources for compliance, may be considered "changes" and will be subject to the "changes" clause under the contract.

Breach Response

DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, defines a breach as the "actual or possible loss of control, unauthorized disclosure, or unauthorized access of personal information where persons other than authorized users gain access or potential access to such information for other than authorized purposes where one or more individuals will be adversely affected." Within one hour of discovery, the breach must be reported to the US Computer Emergency Readiness Team (US CERT) at <https://forms.us-cert.gov/report/> and to the TMA Privacy Office at PrivacyOfficerMail@tma.osd.mil.

The Contractor shall adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," June 5, 2009; DoD 5400.11-R, and applicable TMA Privacy Office guidance, including current and forthcoming DoD guidance on ARRA breach notification requirements, available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

Systems of Records

In order to meet the requirements of 5 U.S.C. 552a, the Privacy Act of 1974, and its implementation within the Military Health System (MHS) under DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, Contractors must identify to the Contracting Officer Representative (COR) systems of records that are maintained or operated for TMA where records of personally identifiable information (PII) collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the COR, and prior to the lawful operation of such systems, Contractors must coordinate with the TMA Privacy Office at SORmail@tma.osd.mil to complete systems of records notices (SORNs) for submission and publication in the *Federal Register* as coordinated by the Defense Privacy Office, and as required by DoD 5400.11-R.

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), Contractors must also comply with the additional systems of records and SORN guidance, in coordination with the TMA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by DoD 5400.11-R, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, and OMB Circular A-130.

Privacy Impact Assessment (PIA)

The Contractor shall provide for the completion of a Privacy Impact Assessment (PIA) for any applicable systems that collect, maintain, use or disseminate personally identifiable information (PII) or protected health information (PHI) about members of the public, federal personnel, Contractors, or in some cases foreign nationals.

To begin the PIA process, Contractors are responsible for the completion of the PIA Determination Checklist. This Checklist provides basic system information to the TMA Privacy Office and ensures that the appropriate decision concerning PIA requirements is made. The Checklist can be downloaded from <http://www.tricare.mil/tma/privacy/downloads/2010513/TMAPIADeterminationChecklist.pdf>.

Contractors are responsible for the employment of practices that satisfy the requirements and regulations of: Section 208 of E-Government (E-Gov) Act of 2002, (Pub. L. 107-347); DoDI 5400.16, "DoD Privacy Impact Assessment (PIA) Guidance," February 12, 2009; and, Office of Management and Budget (OMB) Memorandum 03-22, "OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002," September 26, 2003. When completing a PIA, the Contractor is responsible for using the DoD-approved PIA Template, DD Form 2930, available at <http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2930.pdf>.

Completed PIA Determination Checklists and DD Form 2930s will be sent to the TMA Privacy Office at pia@mail@tma.osd.mil.

Data Use Agreement (DUA)

A Data Use Agreement (DUA) is currently used to request and control the disclosure, use, storage and/or destruction of MHS data that is owned and/or managed by TMA to ensure that applicable privacy and security requirements are followed. In addition, research requests for MHS data that include protected health information (PHI) must be reviewed for HIPAA compliance by the TMA Privacy Board.

Under DoD 6025.18-R, "DoD Health Information Privacy Program," January 24, 2003, reasonable steps must be taken to implement appropriate procedural, administrative, technical and physical safeguards to prevent the unauthorized use and/or disclosure of any personally identifiable information (PII) or PHI. Likewise, all uses, disclosures, and destruction of PII and PHI data are generally subject to DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, as well as DoDI 8500.2, "Information Assurance (IA) Implementation," Feb. 6, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation," July 12, 2007.

To begin the DUA request process, the Contractor should choose the applicable request template at <http://www.tricare.mil/tma/privacy/Templates.aspx>, or should contact DUAMail@tma.osd.mil. After receiving DUA approval, anyone needing access to information system applications or data sources must contact the responsible system program office. DUAs are active for one year, or until the end of the current option year, whichever comes first. If the DUA will not be renewed, the TMA Contractor must provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

Privacy Act and HIPAA Training

The Contractor shall ensure that all staff including subContractors and consultants comply with the training requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191). The training requirements are mandated by OSD Memorandum 15041-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information": DoD 6025.18-R, "DoD Health Information Privacy Regulation", January 24, 2003; and the TMA Workforce Training Policy Memorandum, dated May 28, 2008, on the subject, "Workforce Training Policy Pursuant to the Department of

Defense Privacy Act Regulations and the Department of Defense Health Insurance Portability and Accountability Act Privacy and Security Regulations”.

The Contractor shall ensure that the annual Privacy Act and HIPAA training is completed by all staff assigned to or performing on this Contract, including subContractors and consultants. All required Privacy Act and HIPAA training will be conducted online through Military Health System Learn (MHS Learn) at <https://mhslearn.csd.disa.mil> or the current TMA learning management system (LMS) in place to deliver training to meet the above requirements. The Contractor shall ensure all employees and subContractors supply a certificate of Privacy Act and HIPAA training completion to the Contracting Officer Representative (COR) within 30 days of being assigned to the Contract and on an annual basis based on the trainee’s birth month thereafter.

Records Management

When creating and maintaining official Government records, the Contractor shall comply with all federal requirements established by 44 United States Code (USC), 41 USC, 36 Code of Federal Regulations (CFR), Department of Defense (DOD) Administrative Instruction No. 15 (DOD AI-15), “Records Management, Administrative Procedures and Records Disposition Schedules,” and Chapter 2 of the TRICARE Operations Manual.

Freedom of Information Act (FOIA) Office

TRICARE Freedom of Information (FOIA) procedures require a written request under the Act to be addressed to the FOIA Officer, TMA, 16401 East Centretech Parkway, Aurora, Colorado 80011-9066. The request shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. No more than ten working days shall elapse after a request has been received by the Freedom of Information Officer before notification is sent that the request has been granted or denied. The administrative time limit for responding to FOIA requests does not begin until the request is received by TMA.

In response to requests received by Contractors for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of TRICARE records and, specifically, all requests that reference the Freedom of Information Act shall be immediately forwarded to TMA, ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between TRICARE Contractors and such requestors is not authorized. The Contractor shall process requests by individuals for access to records about themselves under the Privacy Act procedures when those procedures are more advantageous to the requestor.

Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below.

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subContractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government

notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the “Effect of Termination” provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government

13.0 GOVERNMENT PROPERTY FURNISHED

The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires Contractor personnel to be located on a Government site or installation where the use of Government-provided office space and equipment, e.g., chairs, telephones, and computers, is standard practice will be made available and used by Contractor personnel. The Contractor shall maintain the assigned office space(s) in a neat and orderly manner. Contractor shall only use Government-provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. Contractor shall not remove any Government-provided items from the worksite without the express written permission of the Contracting Officer's Representative or his/her designated representative.

14.0 GOVERNMENT EQUIPMENT FURNISHED: Photography (still and video) equipment, photo printer and related lenses, cases and accessories are property of Naval Hospital Jacksonville. Equipment will remain in the photo studio when not in use. Contractor will not be allowed to use personal photographic equipment. Complete inventory is included in Attachment II.

15.0 CONTRACTOR IDENTIFICATION: Contracting personnel must identify themselves as “Contractors” when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official Government acts. The Contractor must ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the company’s name in his or her email display.

16.0 PERSONNEL COMPLIANCE: The Contractor shall ensure that Contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, “off limits” areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the Contractor shall comply with the more stringent of the directives or instructions.

17.0 SMOKING/DRUG/ALCOHOL POLICY

The Contractor shall comply with local command smoking policies and workforce requirements. The Contractor shall also comply with all Federal drug-free workplace and work force requirements and local command policies. The Contractor shall comply with all applicable Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP). Copies of all policies will be provided to the Contractor by the local command Administrative Officer (AO) at performance start date.

18.0 PERSONNEL CONDUCT: The selection, assignment, reassignment, transfer, supervision,

management, and control of Contractor personnel employed to perform tasks specified herein shall be the responsibility of the Contractor. The Contractor shall be responsible for the performance and conduct of Contractor and subContractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

19.0 PERSONAL APPEARANCE: Contractor personnel shall present a neat, professional appearance. All contract employees shall visibly display nametags on the right breast of their outer attire, which shall include the employee's full name and professional status (for example: Medical Administrative Clerk, as appropriate). Retired military personnel shall not use their rank on nametags, identification cards or desk nameplates. All clothing shall be clean, neat and fit properly; they shall not contain offensive pictures or language and no commercial advertising except for the required nametags (furnished by the Contractor). Security badges provided by the Government shall be worn when on duty. Shoes shall meet sanitation and safety requirements. Hair and beard shall be neatly groomed and shall not be ragged, un-kept or of extreme appearance, length or bulk. Tank-tops shirts, cut-offs, shower shoes or similar items of apparel are specifically prohibited. At a minimum, Contractor personnel shall comply with local military commander's published dress codes. Contractor personnel shall maintain a standard of personal hygiene and grooming such that their image as professionals is compatible with the expectations of the military medical and patient community.

20.0 PERSONNEL REMOVAL: Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all Contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the Contractor from the responsibility for the work defined in this contract.

Removal by Installation Commander: The Installation Commander may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to good order, discipline, or installation security and safety.

Removal Requested by Designated Government Representative (DGR): The DGR may require the Contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the DGR that such action is necessary in the interest of the Government.

Removal by Military Police: Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to good order, discipline, or installation security and safety.

Removal for Unsatisfactory Performance: The Government reserves the right to require the Contractor to remove and replace any personnel who provided unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The skill level of the staff provided shall be current and consistent with new technologies.

21.0 INTERACTION WITH OTHER ACTIVITIES: Government Personnel: Government and Contractor personnel will be working in common office and warehouse areas during working hours. Contractor performance shall not interfere with Government work in the area where any service or maintenance work is being performed. In the event the Contractor believes that Government and other Contractor personnel are interfering with the performance of the tasks described in this PWS, the Contractor shall notify the DGR immediately. The Contractor

is obligated to continue performance of the effort described in this contract unless there is authorization from the KO or DGR/COR to stop work. Failure by the Contractor to notify the DGR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.

22.0 SAFETY: The Contractor is solely responsible for compliance of all safety regulations of employees while working on Government owned facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant Contracting Officer Representative (COR) within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the Contractor as a result of any accident that occurs in connection with performance under this contract.

23.0 DELIVERABLES: Management/Quality Control Plan (QCP): The Contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. Offerors shall therefore prepare and submit a management/quality control plan. The final Government approved plan shall be submitted within **five working days** of contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the Contractor may conduct internal QC inspections. Results of any Contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the Contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

24.0 MEETINGS AND BRIEFINGS: Requested Meetings: When requested by the KO, the Contractor shall attend, participate in and furnish input to scheduled and unscheduled meetings, conferences, and briefings. Frequency may be weekly, monthly, or as otherwise required.

24.1 Monthly Meetings: The Contractor shall meet with the COR on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the COR and the Contractor will discuss the Contractor's performance as viewed by the Government and problems, if any, being experienced. The Contractor shall take appropriate action to resolve outstanding issues. A mutual effort shall be made by the Contractor and COR to resolve any and all problems identified.

24.2 Meeting Attendees: Meeting attendees shall include Contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.

24.3 Management and Administration: The Contracting Officer (KO) has ultimate authority for administration of this contract. The KO may delegate authority through various appointed representatives, including, but not limited to, the COR, technical assistants, one or more technical monitors, and other Government representatives associated with specific functions.

25.0 GOVERNMENT MANAGEMENT OVERSITE: Government management will provide general instructions on limitations, deadlines, how the work is to be completed. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The Contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy, and completeness.

26.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE

The Contracting Officer (KO) has ultimate authority for administration and modification of this contract and is

the only Government Representative that has the authority to direct changes. The KO may delegate certain authority through various appointed representatives, including, but not limited to, the COR, technical assistants, one or more technical monitors, and other Government representatives associated with specific functions. The Contracting Officer's Representative and Technical Assistants under this Contract are the persons responsible for performing inspection and acceptance of the Contractor's performance at the destination.

27.00 CONTRACTOR MANPOWER REPORTING

Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract for the Medical Treatment Facility (MTF) at the Naval Hospital Jacksonville, via a secure data collection site. Contracted services excluded from reporting are based on Product Services Codes (PSCs). The excluded PSCs are:

1. W, Lease/Rental of Equipment;
2. X, Lease/Rental of Facilities;
3. Y, Construction of Structures
4. S, Utilities ONLY;
5. V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address:

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs from October 1 through September 30. While inputs may be reported any time the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

ATTACHMENT I**HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM**

AFTER contract award, but prior to performing services, the contract worker must have this form completed by a licensed medical practitioner.

All contract workers providing services under this contract must meet all the requirements specified under the "Required Documentation" column of this form.*

COPIES OF LABORATORY RESULTS AND IMMUNIZATION RECORDS MUST BE ATTACHED

IMMUNIZATION/ SCREENING	REQUIRED DOCUMENTATION	DATES and RESULTS (to be completed by examining licensed practitioner)	
VARICELLA (CHICKENPOX)	Physician documented history of varicella (chickenpox/herpes zoster) disease, OR	Hx:	
	2-dose vaccine series OR	Dates of Shots: 1. 2.	
	Positive IgG titer	Titer Results: Date: / /	
MEASLES/ MUMPS/ RUBELLA(MMR)	MMR live virus 2-dose vaccine, OR	Dates of Shots: 1. 2. / /	
	Positive IgG titer for each of Measles, Mumps, and Rubella.	Titer Results: Date: / /	
HEPATITIS B At-risk of exposure to Bloodborne Pathogen (BBP)	HBV 3-dose vaccine series AND positive IgG (HBsAb) titer, OR	Date of Shots:	Date of Repeat Shots:
	HBV 3-dose vaccine series with negative IgG (HBsAb) titer AND repeat series and titer AND in the case of persistent negative titer, counseling by licensed practitioner regarding implications of non-response.	1. / / 2. / / 3. / / Titer/Date: / /	1. / / 2. / / 3. / / Titer/Date: / / Counseling Provided Date: / /
TETANUS/ DIPHTHERIA/ PERTUSSIS	Tetanus/Diphtheria/Pertussis (Tdap) – required one time (no time period required between last TD and Tdap), OR (if Tdap already documented)	Date of Tdap:	
	Tetanus/Diphtheria (TD) booster (given 10 years after Tdap)	Date of TD booster: / /	
TUBERCULOSIS	Two-step Tuberculin Skin Test (TST) given no less than two weeks apart in opposite arms, OR	2-Step TST dates:	BAMT date: / /
	One Blood Assay for Mycobacterium Tuberculosis (BAMT), OR	1 st test: 1 st result: 2 nd test: 2 nd result:	Result:
	An annual evaluation if known TST reactor, including chest-x-ray within 1 year of new hire. (attached)	CXR Date: / / Pos: Neg:	Result of annual eval: Date: / /
SEASONAL INFLUENZA	An annual seasonal influenza vaccination	Date of Current Seasonal Influenza Vaccination:	

_____ [Name of Contract Worker] has presented for a physical examination. He/She is applying for the position of _____ [Please enter job title]. He/She was examined on _____ [date] and found to be in good health, meeting the immunizations/ screening requirement above, and is free of any medical condition or infectious disease that may prevent his/her ability to perform services for the position described above.
YES NO [Please circle either YES or NO.]

Provider's Signature: _____ Provider's Name: _____ Phone Number: _____

Facility/Address: _____ Date: _____

*The facility will identify any **incumbent** HCWs who are not required to complete this documentation.

Privacy Act Statement: The authority to request this information is contained in 5 USC 301, Department Regulations. The principal purpose

of the information is data collection

ATTACHMENT II
PUBLIC AFFAIRS OFFICE – PHOTO STUDIO EQUIPMENT INVENTORY (JUNE 1, 2015)

Equipment	Location	Quantity	Nameplate/model Serial Number	Acq. or est. replacement cost	Total
Nikkor 120mm f4 medical lens	Studio	1	97767	\$1,300	\$1,300
Nikkor 60mm f2.8	Studio	1	US 3134315	\$500	\$500
Nikkor 105mm f2.8	Studio	1		\$1,000	\$1,000
Nikkor 28-80mm f/1:3.3-5.6	Studio	1	US 2357575	\$75	\$75
Canon 75-300mm f/1:4-5.6	PAO	1	92504094	\$150	\$150
Canon EFS 18-55mm f/.28-.9	PAO	1	2830008890	\$120	\$120
Nikkor 28-100mm f/1:3.5-5.6	PAO	2	US 2017239	\$70	\$140
	Studio		US 2017240		
Tamron AF macro 18-200mm f/1:3.5-6.3	PAO	1	178677	\$300	\$300
Nikon Macro Ring Speedlight 1:3.5-4.5	Studio		2015656	\$100	\$100
Arri Softbank D2 Tungsten 3 Light Kit - consists of: 2 Fresnel 300, 1 Fresnel 650 Lights, Barndoors, (3) light stands	Studio	1	650: LI.79400/A628 300: LI.79200.A/52857 & 52858	2,156	2,156
Autoscript ELP15 Teleprompter	Studio	1	15s 714217	\$2,700	\$2,700
Photogenic PL 1250 500W	Studio	5	8017105230	629	\$3,145
Nikon SB-800 speedlight	PAO	1	2440070	\$350	\$350
Minolta Light meter	Studio	1	80013045	\$35	\$35
Manfroto Motorized Background Lift System	Studio	1	BHSEMKE25KG	\$1,200	\$1,200
MKE2 Gold Series Omnidirectional Lavalier Condenser Microphone	Studio	2	none	\$370	\$740
Nikon D-200 digital still camera (body)	Studio	1	6720BM00C0163 ECN-103587	\$1,800	\$1,800

			3125406		
Nikon D-200 digital still camera (body)	Studio	1	6720BM00C0163 ECN-103588 3121572	\$1,800	\$1,800
Nikon D-2X digital still camera (body)	ENT	1	ECN-015314	\$700	\$700
EPSON American Inc. Stylus Pro 7890 digital printer	Studio	1	7025BM00C0238 N7NE003315	\$7,073.30	\$7,073.30
Canon DS6041 digital still camera (body)	PAO	1	6720BM00CO163 1330400641	\$975	\$975
Nikon D100	Studio	1	2179672 N0023222659052	\$700	\$700
Video tripod Marfrotto Velbon KUS-510	Studio	1	A0984500	\$400	\$400
Still camera tripod	Studio	1	None	\$100	\$100
Sandisk reader	Studio	1	None	\$30	\$30
Sunpak VL-LED-96 Compact Video Light	Studio	2		\$39.95	\$79.90
Sigma 70-200mm lens	Studio	1	13540764	\$950.00	\$950.00
NIKON D-7000 PRO DIGITAL SLR BODY ONLY/REG	Studio	2	3376523	\$896.95	\$1793.90
	PAO		3376981		
NIKON 24-70 f/2.8G AF-S ED LENS/USA	Studio	2	US848792	\$1686.95	\$3373.90
	PAO		1007579		
SONY HXR-NX5U AVCHD CAMCORDER/REG	Studio	2	124143 124142	\$3874.00	\$7748.00
NIKON 28-300 f/3.5-5.6 AF-S G ED VR LENS/USA	Studio	1	US5605082	\$1046.95	\$1046.95
Nikon SB-910 AF Speedlight i-TTL Flash With Battery Pack & Cable Kit	Studio	1	2253523	\$819.95	\$819.95
PHOTOGENIC 4 LEAF BARNDORF KIT - 7/12" REFLECTORS W/MOUNTING	Studio	2		\$199.95	\$399.90

FRAME & DIFFUSER

Sony Wireless Microphone	Studio	1	104515(VRX-P03)	\$599.99	\$599.99
Collapsible Background	Studio	1	N/A	\$149.52	\$149.52
Aura 3-Point Lighting Kit	Studio	1	DJ-110HM	\$649	\$649
				TOTAL	\$30674.76

Broken/damaged or missing equipment

Kodak 7540 digital still camera (body) - missing	Studio	1	6720BM00CO163 25216	\$4,494	\$4,494
				TOTAL	\$4,494

Note: Highlighted appear on Defense Medical Logistics Standard Support (DMLSS) Custodian Actions lists dated from Public Affairs Officer PAO's arrival (3/2010) through 26 Sept 2012. Two new camera bodies reflected in PAO generated inventory appear in the DMLSS Custodian Actions dated 21 Sept 2012.

ATTACHMENT I

**CONTRACTOR PERFORMANCE EVALUATION SURVEY
COVER SHEET**

Request for Quote Number: N68836-15-T-0308 Closing date: 14 September 2015

Submit completed Cover Sheet and Survey via fax or email to:

**CONTRACTING DEPARTMENT
Fleet Logistic Center
Attn: Libia Axilote
110 Yorktown Avenue, 3rd Floor
Jacksonville, FL 32212-0097
Phone: (904) 542-1017
Fax: (904) 542-1095
e-mail: Libia.Axilote@navy.mil**

Name of company:

Contract Number:

Contract Type:

Contract Amount:

Contract Period of Performance (including all options)

Product/Service Description:

Name, title and phone number of person completing questionnaire:

Length of time your firm has been involved with this company:

CONTRACTOR PERFORMANCE EVALUATION SURVEY RATING SHEET

Contractor:

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "NA".

EVALUATION CRITERIA

Acceptable - The company's performance was satisfactory and you would consider doing business with them again. There were minor performance problems which were satisfactorily corrected.

Unacceptable - The company's performance was entirely unsatisfactory and you would not do business with them again under any circumstances. There were serious performance issues with the contractor for which the contractor's corrective actions were ineffective.

NOTE: For statements indicating "Unacceptable" or "Acceptable", please provide an explanation in the comments section of the survey.

Acceptable Unacceptable

- (1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship.
- (2) The Contractor submitted accurate reports.
- (3) The Contractor utilized personnel that were appropriate to the effort performed.

- (1) The Contractor performed the effort within the estimated cost/price.
- (2) The Contractor submitted accurate invoices on a timely basis.
- (3) The Contractor demonstrated cost efficiencies in performing the required effort.
- (4) The actual costs/rates realized closely reflected the negotiated costs/rates.

- (1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.
- (2) The Contractor was responsive to technical and/or contractual direction.

- (1) The Contractor demonstrated effective management over the effort performed.
- (2) The Contractor maintained an open line of communication so that the Contracting Officer's Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost, and schedule issues.
- (3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.
- (4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.
- (5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.
- (6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.
- (7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.

[illegible]

Acceptable

Unacceptable

E. CUSTOMER SATISFACTION:

- (1) The products/services provided adequately met the needs of the program.
- (2) The Contractor was able to perform with minimal or no direction from the COR or the TPOC.
- (3) I am satisfied with the performance of the Contractor under this effort.

F. KEY PERSONNEL:

- (1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.
- (2) The Contractor proposed qualified personnel to fulfill the requirements of the contract.

G. OTHER:

- (1) Would you award this firm another contract? () Yes () No If you answered "No" provide an explanation. _____

- (2) Was the contract terminated for default? () Yes () No

If you answered "Yes", provide an explanation. _____

COMMENTS: (Required for ALL Unacceptable and Acceptable Ratings)

CONTRACTOR PERFORMANCE EVALUATION SURVEY COVER SHEET	
For Solicitation: N68836-15-T-0308 Photography Services	
Name/Address of offeror questionnaire is completed for:	
Name/Address of company completing questionnaire:	
Contract No:	Contract Type:
Contract Amount:	Contract Period of Performance (including all options):
Description of Product/Service Supplied:	
(Name, title, telephone number of person completing questionnaire)	
Name	Telephone No: ()
Title:	Date:
Length of time your firm has been involved with this company:	
Submit completed Cover Sheet and Survey Via E-mail To:	
<p align="center"> NAVSUP FLEET LOGISTICS CENTER CONTRACTING DEPARTMENT ATTN: LIBIA AXILOTE, CODE 240 TELEPHONE: (904) 542-1017 FACSIMILE: (904) 542-1095 E-MAIL: Libia.Axilote@navy.mil </p>	
Return Survey by: 14 September 2015 BY/NLT: 1600	
Direct all inquiries regarding this survey to the contract specialist listed above.	
CONTRACTOR PERFORMANCE EVALUATION SURVEY RATING SHEET	
For Solicitation:	
RATING SCALE	
Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, mark “N/A” = Not Applicable	
EVALUATION CRITERIA	
Acceptable	The company’s performance was satisfactory and you would consider doing business with them again. There were minor performance problems, which were satisfactorily corrected.
Unacceptable	The company’s performance was entirely unsatisfactory and you would not do Business with them again under any circumstances. There was serious performance issues with the contractor for which the contractor’s corrective actions were ineffective.
NOTE:	For statements indicating – “Unacceptable” or “Outstanding”, please provide an explanation in the comments section of the survey

QUALITY ASSURANCE

QUALITY ASSURANCE SURVEILLANCE PLAN
NAVAL HOSPITAL JACKSONVILLE
MEDICAL AND PUBLIC AFFAIRS PHOTOGRAPHY SUPPORT

Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. **Critical performance processes and requirements.** Critical to the performance of public affairs photography services is the timely, accurate and thorough completion of all contract/task order requirements.
2. **Performance Standards**
 - a. **Schedule** - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
 - b. **Deliverables** – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
 - c. **Cost** - The COR will review monthly cost vouchers to monitor contractor's travel expenditures throughout the contract and/or task order performance period(s) when travel is required and in keeping with the contract. Also, the COR will analyze the impact on cost of any inaccurate management assertions, acceleration of the due dates for the financial reports, or the lack of personnel.
 - d. **Past Performance** - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, *the contractor's record of pre-approved travel*, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.
3. **Surveillance methods:** The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.
4. **Performance Measurement:** Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality Control Plan	QC activities, inspections, and corrective actions completed as required by the plan.	Inspection by the COR	Quarterly for overall QC activities; As Required for corrective actions.	100% Compliance with the contractor plan.

Contract Deliverables	Contract deliverables furnished as prescribed in the PWS.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. ***The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options***

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements

WAGE DETERMINATION

Department of Labor Wage Determination 2005-2115 REV 16WD 05-2115 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS
ADMINISTRATION	

By direction of the Secretary of Labor |

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms	Division of
Director	Wage Determinations

Wage Determination No.: 2005-2115

Revision No.: 16

Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor
Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.14
01012 - Accounting Clerk II		13.62
01013 - Accounting Clerk III		16.03
01020 - Administrative Assistant		18.33
01040 - Court Reporter		15.07
01051 - Data Entry Operator I		11.53
01052 - Data Entry Operator II		13.15
01060 - Dispatcher, Motor Vehicle		16.75
01070 - Document Preparation Clerk		11.81
01090 - Duplicating Machine Operator		11.81
01111 - General Clerk I		10.83
01112 - General Clerk II		11.82
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		16.80
01141 - Messenger Courier		10.89
01191 - Order Clerk I		12.79
01192 - Order Clerk II		13.69
01261 - Personnel Assistant (Employment) I		13.47
01262 - Personnel Assistant (Employment) II		15.07
01263 - Personnel Assistant (Employment) III		16.80

01270 - Production Control Clerk	18.80
01280 - Receptionist	11.93
01290 - Rental Clerk	12.50
01300 - Scheduler, Maintenance	13.47
01311 - Secretary I	13.47
01312 - Secretary II	15.07
01313 - Secretary III	16.80
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	18.33
01420 - Survey Worker	14.09
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	13.45
01533 - Travel Clerk III	14.49
01611 - Word Processor I	12.58
01612 - Word Processor II	15.29
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.96
05010 - Automotive Electrician	16.74
05040 - Automotive Glass Installer	14.73
05070 - Automotive Worker	14.73
05110 - Mobile Equipment Servicer	12.68
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	14.73
05190 - Motor Vehicle Mechanic	17.18
05220 - Motor Vehicle Mechanic Helper	12.01
05250 - Motor Vehicle Upholstery Worker	13.71
05280 - Motor Vehicle Wrecker	14.73
05310 - Painter, Automotive	15.73
05340 - Radiator Repair Specialist	14.73
05370 - Tire Repairer	11.70
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	10.86
07042 - Cook II	12.20
07070 - Dishwasher	8.18
07130 - Food Service Worker	9.21
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	9.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.52
09040 - Furniture Handler	10.58
09080 - Furniture Refinisher	16.52
09090 - Furniture Refinisher Helper	12.29
09110 - Furniture Repairer, Minor	14.40
09130 - Upholsterer	16.52
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.02
11060 - Elevator Operator	10.02
11090 - Gardener	12.83
11122 - Housekeeping Aide	11.17
11150 - Janitor	11.17
11210 - Laborer, Grounds Maintenance	11.30

11240 - Maid or Houseman	8.91	
11260 - Pruner	10.07	
11270 - Tractor Operator	12.66	
11330 - Trail Maintenance Worker	11.30	
11360 - Window Cleaner	12.59	
12000 - Health Occupations		
12010 - Ambulance Driver	15.60	
12011 - Breath Alcohol Technician	17.67	
12012 - Certified Occupational Therapist Assistant	27.76	
12015 - Certified Physical Therapist Assistant	22.30	
12020 - Dental Assistant	16.28	
12025 - Dental Hygienist	27.39	
12030 - EKG Technician	21.26	
12035 - Electroneurodiagnostic Technologist	21.26	
12040 - Emergency Medical Technician	15.15	
12071 - Licensed Practical Nurse I		15.80
12072 - Licensed Practical Nurse II	17.67	
12073 - Licensed Practical Nurse III	18.89	
12100 - Medical Assistant	13.57	
12130 - Medical Laboratory Technician	17.22	
12160 - Medical Record Clerk	13.75	
12190 - Medical Record Technician	15.38	
12195 - Medical Transcriptionist	15.65	
12210 - Nuclear Medicine Technologist	32.90	
12221 - Nursing Assistant I	10.38	
12222 - Nursing Assistant II	11.67	
12223 - Nursing Assistant III	12.74	
12224 - Nursing Assistant IV	14.29	
12235 - Optical Dispenser	19.34	
12236 - Optical Technician	14.66	
12250 - Pharmacy Technician	14.44	
12280 - Phlebotomist	14.29	
12305 - Radiologic Technologist		23.35
12311 - Registered Nurse I	23.41	
12312 - Registered Nurse II	28.64	
12313 - Registered Nurse II, Specialist	28.64	
12314 - Registered Nurse III	34.65	
12315 - Registered Nurse III, Anesthetist	34.65	
12316 - Registered Nurse IV	41.52	
12317 - Scheduler (Drug and Alcohol Testing)	20.99	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	18.14	
13012 - Exhibits Specialist II	22.48	
13013 - Exhibits Specialist III	27.50	
13041 - Illustrator I	18.79	
13042 - Illustrator II	23.29	
13043 - Illustrator III	28.49	
13047 - Librarian	24.89	
13050 - Library Aide/Clerk	12.40	
13054 - Library Information Technology Systems Administrator	22.40	
13058 - Library Technician	13.25	
13061 - Media Specialist I	16.22	
13062 - Media Specialist II	18.14	

13063 - Media Specialist III	20.53	
13071 - Photographer I	13.56	
13072 - Photographer II	16.00	
13073 - Photographer III	18.80	
13074 - Photographer IV	23.00	
13075 - Photographer V	27.82	
13110 - Video Teleconference Technician	15.58	
14000 - Information Technology Occupations		
14041 - Computer Operator I	13.44	
14042 - Computer Operator II	15.03	
14043 - Computer Operator III	16.96	
14044 - Computer Operator IV	20.82	
14045 - Computer Operator V	23.11	
14071 - Computer Programmer I	24.20	
14072 - Computer Programmer II (see 1)		
14073 - Computer Programmer III (see 1)		
14074 - Computer Programmer IV (see 1)		
14101 - Computer Systems Analyst I (see 1)		
14102 - Computer Systems Analyst II (see 1)		
14103 - Computer Systems Analyst III (see 1)		
14150 - Peripheral Equipment Operator	15.41	
14160 - Personal Computer Support Technician	20.82	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.19	
15020 - Aircrew Training Devices Instructor (Rated)	34.10	
15030 - Air Crew Training Devices Instructor (Pilot)	39.61	
15050 - Computer Based Training Specialist / Instructor	26.70	
15060 - Educational Technologist	23.96	
15070 - Flight Instructor (Pilot)	37.51	
15080 - Graphic Artist	22.77	
15090 - Technical Instructor	20.53	
15095 - Technical Instructor/Course Developer	25.11	
15110 - Test Proctor	16.56	
15120 - Tutor	16.56	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.67	
16030 - Counter Attendant	8.67	
16040 - Dry Cleaner	11.05	
16070 - Finisher, Flatwork, Machine	8.67	
16090 - Presser, Hand	8.67	
16110 - Presser, Machine, Drycleaning	8.67	
16130 - Presser, Machine, Shirts	8.67	
16160 - Presser, Machine, Wearing Apparel, Laundry	8.67	
16190 - Sewing Machine Operator	11.79	
16220 - Tailor	12.51	
16250 - Washer, Machine	9.44	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	16.70	
19040 - Tool And Die Maker	21.00	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	15.29	
21030 - Material Coordinator	18.80	
21040 - Material Expediter	18.80	
21050 - Material Handling Laborer	12.93	

21071 - Order Filler	10.98	
21080 - Production Line Worker (Food Processing)	15.29	
21110 - Shipping Packer	14.88	
21130 - Shipping/Receiving Clerk	14.88	
21140 - Store Worker I	9.85	
21150 - Stock Clerk	14.02	
21210 - Tools And Parts Attendant	15.29	
21410 - Warehouse Specialist	15.29	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	25.15	
23021 - Aircraft Mechanic I	23.72	
23022 - Aircraft Mechanic II	25.15	
23023 - Aircraft Mechanic III	26.71	
23040 - Aircraft Mechanic Helper	15.08	
23050 - Aircraft, Painter	20.64	
23060 - Aircraft Servicer	17.67	
23080 - Aircraft Worker	18.98	
23110 - Appliance Mechanic	18.66	
23120 - Bicycle Repairer	12.87	
23125 - Cable Splicer	23.45	
23130 - Carpenter, Maintenance	17.89	
23140 - Carpet Layer	17.55	
23160 - Electrician, Maintenance	20.10	
23181 - Electronics Technician Maintenance I	22.35	
23182 - Electronics Technician Maintenance II	23.94	
23183 - Electronics Technician Maintenance III	25.41	
23260 - Fabric Worker	16.35	
23290 - Fire Alarm System Mechanic	19.13	
23310 - Fire Extinguisher Repairer	15.12	
23311 - Fuel Distribution System Mechanic	23.13	
23312 - Fuel Distribution System Operator	18.23	
23370 - General Maintenance Worker	15.63	
23380 - Ground Support Equipment Mechanic	23.72	
23381 - Ground Support Equipment Servicer	17.67	
23382 - Ground Support Equipment Worker	18.98	
23391 - Gunsmith I	16.81	
23392 - Gunsmith II	18.67	
23393 - Gunsmith III	20.74	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.33	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.50	
23430 - Heavy Equipment Mechanic	18.39	
23440 - Heavy Equipment Operator	20.02	
23460 - Instrument Mechanic	24.25	
23465 - Laboratory/Shelter Mechanic	18.79	
23470 - Laborer	12.93	
23510 - Locksmith	16.48	
23530 - Machinery Maintenance Mechanic	22.01	
23550 - Machinist, Maintenance	18.54	
23580 - Maintenance Trades Helper	12.29	
23591 - Metrology Technician I	24.25	
23592 - Metrology Technician II	25.81	
23593 - Metrology Technician III	27.31	

23640 - Millwright	20.21	
23710 - Office Appliance Repairer	21.11	
23760 - Painter, Maintenance	16.52	
23790 - Pipefitter, Maintenance	19.16	
23810 - Plumber, Maintenance		18.01
23820 - Pneudraulic Systems Mechanic	20.02	
23850 - Rigger	19.65	
23870 - Scale Mechanic	17.55	
23890 - Sheet-Metal Worker, Maintenance	19.44	
23910 - Small Engine Mechanic	14.74	
23931 - Telecommunications Mechanic I	23.49	
23932 - Telecommunications Mechanic II	25.00	
23950 - Telephone Lineman	21.89	
23960 - Welder, Combination, Maintenance	16.90	
23965 - Well Driller	20.02	
23970 - Woodcraft Worker	20.02	
23980 - Woodworker	12.71	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.49	
24580 - Child Care Center Clerk	13.34	
24610 - Chore Aide	9.44	
24620 - Family Readiness And Support Services Coordinator	14.20	
24630 - Homemaker	19.49	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.27	
25040 - Sewage Plant Operator	22.26	
25070 - Stationary Engineer	22.27	
25190 - Ventilation Equipment Tender	15.47	
25210 - Water Treatment Plant Operator	22.26	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	15.83	
27007 - Baggage Inspector	10.51	
27008 - Corrections Officer	15.87	
27010 - Court Security Officer	15.87	
27030 - Detection Dog Handler		13.68
27040 - Detention Officer	15.87	
27070 - Firefighter	13.26	
27101 - Guard I	10.51	
27102 - Guard II	13.68	
27131 - Police Officer I	19.58	
27132 - Police Officer II	21.77	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.32	
28042 - Carnival Equipment Repairer	10.47	
28043 - Carnival Equipment Worker	8.39	
28210 - Gate Attendant/Gate Tender	12.73	
28310 - Lifeguard	11.29	
28350 - Park Attendant (Aide)	14.24	
28510 - Recreation Aide/Health Facility Attendant	10.13	
28515 - Recreation Specialist	17.10	
28630 - Sports Official	11.34	
28690 - Swimming Pool Operator	14.87	
29000 - Stevedoring/Longshoremen Occupational Services		

29010 - Blocker And Bracer	18.99	
29020 - Hatch Tender	18.99	
29030 - Line Handler	18.99	
29041 - Stevedore I	17.72	
29042 - Stevedore II	22.13	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	16.46	
30022 - Archeological Technician II	18.41	
30023 - Archeological Technician III	22.82	
30030 - Cartographic Technician	22.82	
30040 - Civil Engineering Technician	22.04	
30061 - Drafter/CAD Operator I	16.46	
30062 - Drafter/CAD Operator II	18.41	
30063 - Drafter/CAD Operator III	20.54	
30064 - Drafter/CAD Operator IV	25.27	
30081 - Engineering Technician I	13.90	
30082 - Engineering Technician II	16.57	
30083 - Engineering Technician III	20.34	
30084 - Engineering Technician IV	23.88	
30085 - Engineering Technician V	29.16	
30086 - Engineering Technician VI	35.34	
30090 - Environmental Technician	21.21	
30210 - Laboratory Technician	20.56	
30240 - Mathematical Technician	22.18	
30361 - Paralegal/Legal Assistant I	18.17	
30362 - Paralegal/Legal Assistant II	22.79	
30363 - Paralegal/Legal Assistant III	27.87	
30364 - Paralegal/Legal Assistant IV	33.75	
30390 - Photo-Optics Technician	22.82	
30461 - Technical Writer I	22.03	
30462 - Technical Writer II	26.95	
30463 - Technical Writer III	32.60	
30491 - Unexploded Ordnance (UXO) Technician I	22.74	
30492 - Unexploded Ordnance (UXO) Technician II	27.51	
30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	
30495 - Unexploded (UXO) Sweep Personnel	22.74	
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.54	
Surface Programs		
30621 - Weather Observer, Senior (see 2)	22.82	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	13.82	
31030 - Bus Driver	18.11	
31043 - Driver Courier	15.41	
31260 - Parking and Lot Attendant	9.32	
31290 - Shuttle Bus Driver	15.41	
31310 - Taxi Driver	10.42	
31361 - Truckdriver, Light	15.41	
31362 - Truckdriver, Medium	18.16	
31363 - Truckdriver, Heavy	19.44	
31364 - Truckdriver, Tractor-Trailer	19.44	

99000 - Miscellaneous Occupations		
99030 - Cashier	8.57	
99050 - Desk Clerk	9.66	
99095 - Embalmer	24.27	
99251 - Laboratory Animal Caretaker I	10.44	
99252 - Laboratory Animal Caretaker II	11.35	
99310 - Mortician	24.27	
99410 - Pest Controller	14.06	
99510 - Photofinishing Worker	13.91	
99710 - Recycling Laborer	15.26	
99711 - Recycling Specialist	19.47	
99730 - Refuse Collector	13.54	
99810 - Sales Clerk	12.62	
99820 - School Crossing Guard		11.25
99830 - Survey Party Chief	20.53	
99831 - Surveying Aide	11.63	
99832 - Surveying Technician	15.94	
99840 - Vending Machine Attendant	11.62	
99841 - Vending Machine Repairer	14.63	
99842 - Vending Machine Repairer Helper	11.62	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government

0001AB Destination	Government	Destination	Government
1001 Destination	Government	Destination	Government
1001AA Destination	Government	Destination	Government
1001AB Destination	Government	Destination	Government
2001 Destination	Government	Destination	Government
2001AA Destination	Government	Destination	Government
2001AB Destination	Government	Destination	Government
3001 Destination	Government	Destination	Government
3001AA Destination	Government	Destination	Government
3001AB Destination	Government	Destination	Government
4001 Destination	Government	Destination	Government
4001AA Destination	Government	Destination	Government
4001AB Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 25-OCT-2015 TO 24-SEP-2016	N/A	N/A FOB: Destination	
0001AA	POP 25-OCT-2015 TO 24-SEP-2016	N/A	N/A FOB: Destination	
0001AB	POP 25-OCT-2015 TO 24-OCT-2016	N/A	N/A FOB: Destination	
1001	POP 25-OCT-2016 TO 24-OCT-2017	N/A	N/A FOB: Destination	
1001AA	POP 25-OCT-2016 TO 24-OCT-2017	N/A	N/A FOB: Destination	
1001AB	POP 25-OCT-2016 TO 24-OCT-2017	N/A	N/A FOB: Destination	
2001	POP 25-OCT-2017 TO 24-OCT-2018	N/A	N/A FOB: Destination	
2001AA	POP 25-OCT-2017 TO 24-OCT-2018	N/A	N/A FOB: Destination	
2001AB	POP 25-OCT-2017 TO 25-OCT-2018	N/A	N/A FOB: Destination	
3001	POP 25-OCT-2018 TO 24-OCT-2019	N/A	N/A FOB: Destination	

3001AA POP 25-OCT-2018 TO 24-OCT-2019	N/A	N/A FOB: Destination
3001AB POP 25-OCT-2018 TO 24-OCT-2019	N/A	N/A FOB: Destination
4001 POP 25-OCT-2019 TO 24-OCT-2020	N/A	N/A FOB: Destination
4001AA POP 25-OCT-2019 TO 24-OCT-2020	N/A	N/A FOB: Destination
4001AB POP 25-OCT-2019 TO 24-OCT-2020	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.207-1	Notice Of Standard Competition	MAY 2006
52.207-2	Notice Of Streamlined Competition	MAY 2006
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	DEC 2007
52.227-14	Rights in Data--General	MAY 2014

52.227-17	Rights In Data-Special Works	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-2	Service Of Protest	SEP 2006
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.245-1	Government Property	APR 2012
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-4	Alterations in Contract	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002 Requests for Equitable Adjustment
 252.244-7000 Subcontracts for Commercial Items

DEC 2012
 JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Contracting Officer** and shall not be binding until so approved.

(End of clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

SUBMISSION OF PROPOSALS

1. Summary: This requirement is to provide wide variety of medical and public affairs photography support using various digital (still and video) formats and graphics software for commercial, editorial and medical applications for the Medical Treatment Facility at the Naval Hospital Jacksonville.

2. General: Offerors are required to provide sufficient information concerning this requirement to enable Government personnel to fully ascertain the capabilities of the Offeror to perform the requirement. The Request for Proposal (RFP) must be sufficient in detail and scope to permit evaluation and provide the evaluators a clear

understanding of the Offeror's approach and expertise. Offerors are expected to comply with all requirements of the Solicitation. The Government advises Offerors that taking exception or deviating from any term or condition of the Solicitation may make an offer unacceptable, and the Offeror ineligible for award, unless the Solicitation expressly authorizes such an exception or deviation with regard to that specific term or condition. The Government may consider any exception or deviation to any term or condition of the Solicitation that is not expressly authorized by the Solicitation to be unacceptable.

3. Submission of RFPs: Proposals must be returned to the below listed address no later than the date and time specified in block #8, page #1 of the solicitation. Faxed or emailed proposals will not be accepted. Late submissions will also not be accepted. The Government intends to evaluate offers and award a contract without discussions. Therefore the initial quote should contain its best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Offerors bear the burden of ensuring that all portions of the offer (and any authorized amendments) reach the designated office before the deadline specified in the solicitation. Proposals shall be delivered to:

Fleet Logistics Center Jacksonville
Attn: Libia Axilote Sol-N68836-15-T-0308
110 Yorktown Ave, Box 97
NAS Jacksonville, FL 32212-0097

4. Type of Contract: The Government intends to award a Firm Fixed price contract as a result of RFP.

5. Contract Authority: the Government will solicit and award this contract using 13.5; Test Program for Certain Commercial Items in conjunction with FAR Part 12 Acquisition of Commercial items.

6. Questions Concerning the Solicitation: All question and clarifications regarding this solicitation **N68836-15-T-0308** must be submitted in writing, via email not later than **1 September 2015 at 1:00 pm** (Eastern Time) to Libia.Axilote@navy.mil. The deadline is necessary to ensure timely award and the Government may, in its sole discretion, choose not to respond to questions received after the deadline. All questions will be reviewed and responded to by an amendment to the solicitation. Questions need to include the document name, specific page, paragraph clause or other definitive citation requiring clarification.

7. Period of Acceptance for Offers: Offerors agree to hold their prices firm for period of 90 days. Award is anticipated on or around **25 September 2015**.

8. Format of RFPs: Offerors shall submit RFPs containing all the information below and shall format RFPs in separately files attachments as follows:

ATTACHEMENT FILE I: STANDARD FORM OF CONTRACT & PRICE PROPOSAL

PART 1. – Standard Form (SF) 1449. Blocks 17a, 30a, 30b, of page of SF 1449 shall be completed by Offerors and Block 30c shall be signed to show the Offeror has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document.

PART 2. – Offeror's Point of Contact & Representation and Certification Information. Provide name, title, email address, and telephone number of the individuals responsible for inquiries to the RFP. For Representation and certifications, offers shall either complete FAR 52.212-3 & FAR 52.219-1 contained in the solicitation OR provide a statement that certification in System for Award management (SAM) is current, complete, and accurate as of the date of the Offeror's signature, or list any changes.

PART 3. – Amendments. All amendments issued with signatures to acknowledge terms and conditions of amendments.

ATTACHEMENT FILE II: PRICE PROPOSAL

PART 1. – Price Proposal. Price Proposal shall cover all aspects of the proposed effort. Include all price elements applicable to the proposed effort. Data contained in the Price Proposal shall be consistent with data contained in the Technical Capability portion of the Proposal. Since adequate price competition is anticipated in response to this announcement, certified cost or pricing data is not required. For an offer to be considered reasonable, when applicable, baser rates must at a minimum reflect the applicable wage determination or collective bargaining agreement.

Pricing shall include all labor and material, and consumables required to perform the work listed in the Performance Work statement. **Offeror shall fill in pricing located on pages three through eight of this solicitation.**

ATTACHEMENT FILE III: NON-PRICE EVALUATION FACTORS (TECHNICAL AND PAST PERFORMANCE)

PART 1. – Technical. Note: Technical RFPs shall not contain pricing information. Offerors shall ensure their RFP clearly meets the minimum requirements of the solicitation

Subfactor 1: Staffing Plan

Subfactor 2: Quality Control Plan

PART 2. – Past Performance. Provide past performance information as indicated in this solicitation. Offerors shall ensure at least **Three (3)** Past Performance Surveys (provided as an attachment I) involving work similar in nature to that required by the PWS either currently being performed and/or having been completed within the past three years are submitted by individuals completing the questionnaire prior to the solicitation close date. If no Federal Government contract past performance is available, state or local Government contracts or commercial contract information may be supplied. Offerors can provide other information that may be relevant in determining past performance history for the same or similar work.

Each tab shall be separate and shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with minimum cross-referencing to other tabs/volumes of the RFP.

Text shall be single-spaced, on 8-1/2" x 11" paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively. Font shall be of a minimum 12-point font size or a maximum 10 characters per inch spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. The following page limitations shall apply:

File Number	Contents	Page Limitation
I	Price RFP	n/a
II	Technical	25
II	Past Performance	n/a

NOTE: Failure to furnish a complete technical RFP as outlined above will render the offer unacceptable.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number; **N68836-15-T-0308**
 - (2) The time specified in the solicitation for receipt of offers; **Thursday 10 September 2015 at 1:00 pm** (Eastern Time)
 - (3) The name, address, and telephone number of the Offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the Offeror shall complete electronically). **If registered in SAM, state the valid registration date, and submittal of a hard copy is not required**
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration. **NOTE: All questions and clarifications regarding this solicitation must be submitted via email. Subject line read : Questions/Clarifications for N68836-15-T-0308. The deadline for questions and clarifications is 1 September 2015 at 1:00 pm (Eastern Time).**
- (c) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for RFPs, it was the only RFP received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may

be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An Offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An Offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The Offeror should indicate that it is an Offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

- (3) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The Government will conduct a Lowest Price Technically Acceptable (LPTA) source selection process. LPTA non-price factors for this requirement will consist of Technical and Past Performance. Tradeoffs will not be used during the source selection process. Proposals will be evaluated for acceptability. **For an offer to be found technically acceptable, it must receive an acceptable rating on all non-price factors and subfactors.**

Evaluation Factors:

Factor 1: Technical Capability. The Contractor shall demonstrate an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the performance work statement (PWS). The technical approach must identify the methodology and analytical techniques the Offeror will use to fulfill the PWS requirements. Further, technical capability and approach will be determined solely on the content and merit of the information submitted in response to the RFP. Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of the Contractor's technical capabilities and approach. The Contractor's technical capabilities and approach must indicate the ability to meet or exceed all the specifications listed in the performance work statement. The Contractor shall identify the labor mix that will be used to complete each task listed in the PWS. Technical proposals shall not include any pricing or pay rate information.

Sub-Factor 1: Staffing Plan – The Contractor shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The Contractor shall provide the labor categories that they intend to utilize during the performance of this contract. The proposed labor categories shall be evaluated utilizing the current Department of Labor Service Contract Act (SCA) Directory of Occupations for those categories that fall within the scope of the Service Contract Act. The staffing level the contractor proposes shall be sufficient to successfully accomplish the required task in the PWS with minimal risk.

Sub-Factor 2: Quality Control Plan- The Contractor shall ensure quality service is maintained to perform services throughout the life of the contract. Contractors shall therefore prepare and submit a quality control plan. The plan shall describe the Contractor's overall approach and procedures for evaluation of each of the major areas contained in the PWS, communication with the government, and the Contractor's plan for resolving deficiencies.

TECHNICAL CAPABILITY RATING TABLE

The following adjectival ratings will apply to Factor 1: Technical Capability

Rating	Description
Acceptable	The Contractor has provided a staffing plan that provides labor categories that are sufficient in meeting the requirement in the PWS. Both Labor categories and number of personnel proposed are determined acceptable. The Contractor has described their technical capabilities, approach, shows a full understanding of the requirements and the quality control plan leaves no doubt that the Contractor will be able to provide the expertise and uninterrupted service throughout the period of performance.
Unacceptable	The Contractor has not provided labor categories that clearly meet the knowledge and skills required under the labor category description in the PWS. The Contractor has not provided sufficient detail regarding their technical capabilities, approach, expertise and showing of a full understanding in meeting the requirements set forth in the PWS. The breadth and significance of the quality control plan creates doubt that the contractor can manage the proposed effort successfully.

Factor 2: Past Performance:

Contractors shall provide up to two (2) Past Performance Surveys for the past 3 years for similar work, as stated in the performance work statement. The Past Performance Survey is attached as a word document. The survey shall be submitted by the individual completing the questionnaire prior to the RFP closing date. If no Federal Government contract past performance is available, state or local Government contracts or commercial contract information may be supplied. Contractors shall provide a brief description of work performed and current contact information of their customers so information provided can be verified along with surveys. Contractors can provide other information that may be relevant in determining past performance history for the same or similar work. Past Performance will also be verified in the Past Performance Information Retrieval System (PPIS) by the Contracting Officer.

PAST PERFORMANCE RATING TABLE

The following adjectival ratings will apply to Factor 2: Past Performance

Rating	Description
Acceptable	The Contractor's past performance and other information available to the Government indicate the Contractor has prior experience or projects of similar scope, size, and complexity as described in the PWS and the Contractor performed the tasking in an acceptable manner. In the event that the Contractor's past performance is unknown, not available, or cannot be determined the Contractors past performance will be considered unknown and acceptable.
Unacceptable	The Contractor's past performance or other information available to the Government indicates unacceptable performance.

Factor III: Price Evaluation

Pricing shall be firm-fixed pricing and include all labor, material and consumables required to perform the work listed in the performance work statement. Pricing should be constructed in accordance with the bid schedule listed in the SF 1449. Offerors should return fully executed CLINS to include a unit price and total extended prices in accordance with the bid schedule provided in the solicitation and a total amount showing the sum of all line items.

Offerors shall complete the Labor Category table below and include unburdened and burdened labor rates. Unburdened labor rate shall comply with the Service Contract Act Wage determination. The labor category table shall be submitted with the Price Proposal. The price proposal shall be submitted as a separate file (volume II. Failure to complete the labor category table below may result in the being remove from consideration from award. Pricing will be evaluated based on the total price, base plus all option years including the option provided under the FAR clause 52.217-8 Option to Extend Services. Clause 52.217-8 Option to Extend Services is included in this option and will be evaluated by analyzing half the total amount quoted for all tasks in Option Four (4). Any award resulting from this solicitation will be awarded to the Offeror submitting a technically acceptable lowest price offer. Price proposals shall be evaluated, for award purposes, based upon the total price proposed for the basic requirements (basic award) and all options. However, evaluation of options shall not obligate the Government to exercise such options.

Labor Category Table

Period of Performance	Proposed # of Personnel	Proposed Labor Category	Unburdened Hourly Rate	Burdened Hourly Rate
Base Period				
Option 1				
Option 2				
Option 3				
Option 4				
52.217-8				

a. The Offeror's price proposal will be evaluated for reasonableness, realism, total evaluated price, and balance in accordance with the following:

- (i) Reasonableness is evaluated by assessing the acceptability of the Offeror's methodology in developing price/cost estimates. For the price/cost proposal to be reasonable, it must represent a price/cost that provides the best value to the government when consideration is given to prices. The existence of adequate price competition may support a determination of reasonableness. If adequate price competition is not obtained, other techniques described in FAR Subpart 15.4 will be used.
- (ii) Realism is evaluated by reviewing the Offeror's understanding of the technical requirements as represented by the proposed price proposal and assessing the appropriateness of the labor categories, hours proposed, materials, etc. as they relate to the technical proposal.
- (iii) Balanced Pricing: Submission of offers that are determined to be unbalanced with respect to prices or separately priced line items may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

b. One or more of the following techniques may be used to ensure a fair and reasonable price:

- (i). Comparison of proposed prices received in response to the solicitation
- (ii). Comparison of proposed prices to previous contract prices
- (iii). Comparison of proposed prices with Independent Government Estimates, and/or,
- (iv). Comparison of proposed prices with prices obtained through market research for the same or similar items and/or services.

c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. All options prices will be considered in the award evaluation criteria including the additional six month period covered by FAR 52.217-8. The pricing used for the option under FAR 52.217-8 will be based on one-half of the previous option year pricing. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [___] has, [___] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [___] has, [___] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [___] has developed and has on file, [___] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [___] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [☐] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [☐] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [☐] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [☐] does [☐] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [☐] Certain services as described in FAR 22.1003-4(d)(1). The offeror [☐] does [☐] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (OCT 2014) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

XX (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

XX (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

XX (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

XX (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) XX (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) provision on with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015
APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure

investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Sherrie D. Walters
ADDRESS: NAVSUP Fleet Logistics Center
Jacksonville Naval Air Station, Jacksonville FL
TELEPHONE: 904-790-4968

(End of Clause)

PROSPECTIVE CONTRACTOR RESPONSIBILITY

In accordance with Federal Acquisition Regulation (FAR) Part 9.1, the Contracting Officer shall award contracts only to responsible offerors. No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility.

To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The contracting officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangement that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, services, materials, other resources, or personnel.

Consideration of a prime contractor's compliance with limitations on subcontracting shall be taken into account for the time period covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award.

Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of responsibility on the part of any prospective subcontractor(s).

In the absence of information clearly indicating that the prospective contractor is responsible, the contracting officer shall make a determination of non-responsibility.

As a minimum requirement, all offerors must submit, as part of the original proposal, the following:

(1) Company's Financial Statement which includes Balance Sheet and Income Statement; and

(2) Point of Contact from their Bank or any financial institution with which they transact business.

(End of provision)